BRUHAT BANGALORE MAHANAGAR PALIKE

REQUEST FOR PROPOSALS

EE (QA/QC)/West/TEND/04/2023-24 Dated: 20.02.2024

FOR

Name of the work: Providing PMC Services including Supervision, Quality control for the Comprehensive development of Buildings Community hall and Improvements of food street in Govindrajnagar Constituency (Package-GRN-19).

OFFICE OF THE EXECUTIVE ENGINEER,

QA/QC division, West Zone
R.no.101, Annex-3 building, BBMP N R Square, Bangalore-02

CONTENTS

SECTION	DESCRIPTION	PAGE NO.
Section I	Letter of Invitation	3
Section II	Information to Consultants (ITC)	6
	Data Sheet – Information to Consultants	15
Section III	Technical Proposal – Standard Forms	19
Section IV	Financial Proposal – Standard Forms	30
Section V	Terms of Reference	36
Section VI	Contract for Consultant's Services	47
	I Form of Contract	47
	II General Conditions of Contract	50
	III Special Conditions of Contract	62
	IV Appendices	67

BRUHAT BANGALORE MAHANAGARA PALIKE
Office of the Executive Engineer (QA/QC) division, West Zone,
Room no.101, Annex-3 building, BBMP N R Square, Bangalore-02

No: EE(QA/QC)/West/TEND/ 04/23-24 Date: 20.02.2024

SHORT TERM TENDER NOTIFICATION
(TWO COVER SYSTEM)
(Only through E-Procurement system)

The Bruhath Bangalore Mahanagara Palike (BBMP) Quality Assurance/Quality Control division (West Zone) invites Request for Proposal from interested persons/firms those **who have done similar type of work** for **Consultancy Services for Project Management including Supervision, Quality control (PMC) for** the below works through e-Procurement system by the Executive Engineer QA/QC West Zone, BBMP.

1. Tender documents may be downloaded from Government of Karnataka e-Procurement https://kppp.karnataka.gov.in under login for Contractors:
    a. After login to Contractors, Please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractors who wish to participate should remit on line transaction fee for tender after registering in the portal. The transaction fee is non-refundable if you wish to participate.
2. Tenders must be accompanied by Tender Processing fees which should be paid online through e-Procurement portal using any of the following payment modes: Credit Card Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC).

Tenders must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. Tenders will be opened at prescribed time and date in the e-procurement portal, in

the presence of the Tenderers who wish to attend at the OFFICE OF THE EXECUTIVE ENGINEER, QA/QC, West Zone, Bangalore – 560 002.

Sl. no	Name of work	Project Cost In Lakhs	PMC Cost In Lakhs	EMD amount in Rs.
1	Providing PMC Services including Supervision, Quality control for the Comprehensive development of Buildings Community hall and Improvements of food street in Govindrajnagar Constituency (Package-GRN-19).	**1000.00**	**10.00**	**25,000/-**

Time Schedule/Calendar of events:

1	Tender Document may be downloaded through E- Portal form	:	22.02.2024
2	Pre-bid Meeting	:	26.02..2024 at 4.00 PM Office of the Executive Engineer(QA/QC) R.no.101, Annex-3 building, BBMP N R Square, Bangalore-560 002
3	Last Date & Time for receipt of Tenders	:	02.03.2024 up to 4:30 PM
4	Opening of Technical bid	:	04.03.2024 at 4:00 PM
5	Validity of Tender	:	90 Days from last date of receipts of Tender

Eligibility Criteria:

1. Any reputed Individual / Company registered in register of company.
2. Work done certificate for having successfully executed at least one similar two work not less than 50% of the project Estimated cost for each work should be furnished along with tender.
3. The tender is of Double cover system.
   i) Bidders/Contractors Should attach all the Scanned copies of technical documents/ certificates pertaining to their eligibility criteria mentioned above in the website itself, failing which the bid will not be considered. The original documents should be produced for verification at any stage of tender process as and when sought for failing which, the bids are liable for disqualification.
   ii) Rates shall be quoted in Tender Schedule – B (Financial Bid) in the website itself on Lump sum basis.
4. The successful bidder will have to execute agreement with BBMP within 20 days of receipt of intimation.

Consultancy
Executive Engineer (QA/QC)

5. The Bruhat Bangalore Mahanagara Palike reserves the right to accept / reject any or all the tenders without assigning any reasons.
6. The validity of tender will be up to the execution of Agreement with the main work.
7. Further details of the work can be obtained in the office of the Executive Engineer (QA/QC) West Zone on all working days between 10.00 A.M. & 5.30 P.M.
8. Aspiring bidders/Contractors, who have not obtained the user ID & Password for participating in e-Procurement portal in Bruhat Bengaluru Mahanagara Palike, may now obtain the same from the website https://kppp.karnataka.gov.in.
9. If the delay caused by the consultant in issuing any design and information necessary for execution thereby causing delay in completing the work the penalty will be recovered from the consultant as per the rules prevailing for the recovery of the penalty from the consultant. As per Agreement.
10. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in.
11. For details, registration and e-payment visit GOK e-Procurement website https://kppp.karnataka.gov.in.

sd/-

Executive Engineer
QA/QC Division
West Zone
Bruhat Bangalore
Mahanagara Palike

COPY SUBMITTED TO:-

1. Copy Submitted to the Chief Commissioner, BBMP for kind information.
2. Copy Submitted to the Special Commissioner (West Zone) for kind information.
3. Copy Submitted to the EIC, BBMP for kind information.
4. Copy Submitted to the Chief Engineer West Zone for kind information.
5. Copy Submitted to the Chief Engineer (QA/QC) for kind information.
6. Copy to Public Relation Officer BBMP for information and to publish in two leading Newspapers in Kannada and English.
7. Copy to Additional I.T. Advisor, B.B.M.P. to publish in B.B.M.P. website.
8. Office Copy.

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Bruhat Bangalore Mahanagara Palike (BBMP) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a

position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is BBMP's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BBMP:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BBMP, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BBMP of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded BBMP-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP-financed contract; and

(e) will have the right to require that, BBMP to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BBMP.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK/BBMP in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation Of Proposal

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

- Certificate of Registration of the Firm/ Company.
- The Consortium Agreement, if any, for having rendered services for the completed projects towards eligibility in consortium with other Project management consulting firms.
- The firm must have experience in the field of civil engineering consultancy for last 5 years providing design, project management and advisory services.
- Laboratory with NABL or NAAC Accreditation (Both Mechanical & Chemical). (The Consultant / Firm participating in the bid should have their own lab with NABL/NACC. The firm that does not have own laboratory can have the MOU with the firm or institution, having NABL or NAAC Accreditation and ISO certified or association with NABL Accredited lab equivalent And association with ISO certification in Karnataka State only)
- Minimum annual financial turnover of Rs. 20.00 lakhs in any 2 years in last 5 years.
- Consultants for any State Government/ Central Government should have prepared DPR & carried out construction supervision for Building works such as Office Building, Community and Public toilets, Modern Bus stand, Market Complex of value not less than Rs 8.00 Lakhs.
- Satisfactorily completed as prime contractor, at least one similar nature work i.e. in Proof checking of Detailed Engineering Design & Drawings and Project management & Quality assurance for Building works not less than Rs. 5.00 Lakhs in single work.
- Even though the Consultants meet the above criteria, they are subject to be disqualified if they have:

  a - made misleading or false representations in the forms, statements and attachments Submitted in proof of the qualification requirements; and/or

  b - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- The consultant (s) shall meet the requirement of available bid capacity i.e. at least equal to the estimated PMC cost (as indicated in NIT). The available bid capacity will be calculated as under:

  Available bid capacity = (A * N * 2.5) - B Where, A = Average Annual turnover (year means Financial year) during the last five years updated.

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete

negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, And Opening Of Proposals

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**Financial Proposal**" and warning: "**Do Not Open with the Technical Proposal.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE**."

4.5 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to

influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return

the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

DATA SHEET
Information to Consultants

Consultancy
Executive Engineer (QA/QC)

Clause Reference	
1.1	The name of the Client is: Bruhat Bangalore Mahanagara Palike The method of selection is: Least Cost Selection (LCS)
1.2	A technical and a Financial Proposals are requested: Yes The name, objectives and description of the Assignment are: **Providing PMC Services including Supervision, Quality control for the Comprehensive development of Buildings Community hall and Improvements of food street in Govindrajnagar Constituency (Package-GRN-19).**
1.3	The Assignment is phased: No
1.4	A pre bid meeting will be held: Yes On **03.02.2024** @ 16.00 Hrs in Office of the Executive Engineer (QA/QC) Division, West Zone, Bruhat Bangalore Mahanagara Palike No.101, 1st Floor Annex-3 Building N.R Square Bangalore-02 Bruhat Bangalore Mahanagara Palike
1.5	The Client will provide the following inputs:
1.7.2	The Client envisages the need for continuity for downstream work: Yes
1.11	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C._
2.1	Clarifications may be requested upto *one day prior to pre-bid meeting before the submission date*. The address for requesting clarifications is: **Office of the Executive Engineer (QA/QC) Division, West Zone Bruhat Bangalore Mahanagara PalikeNo.101, 1st Floor Annex-3 Building N.R Square Bangalore-02.**
3.1	Proposals should be submitted in the following language(s): English
3.3	(i) Shortlisted consultant may associate with other shortlisted consultant: NO (ii) The estimated number of key professional staff months required for the assignment is: to be furnished by consultant based on the Scope of Work. (iii) Consultants must have a well-established office from past 5 years in experience in Road related works and each financial year work done should be enclosed and Consultant should have an Own NABL (National Accreditation Board of Testing and Calibration Laboratories) Laboratory or may associate with research / educational institutions or memorandum of

	understanding with any NABL (National Accreditation Board of Testing and Calibration Laboratories) Laboratories for testing of necessary materials association with ISO certification at Bangalore only with Accreditation Validity and NABL certificate issued for the laboratory should be completed in two years. BBMP reserves the right to inspect the laboratories disqualify without assigning any reason if the consultant does not meet the requirement criteria of BBMP. NABL certification of the laboratory with respect to specific work and specific test relating to the items to be tested for work is mandatory. Else, NABL accreditation will not be considered. Academic institutions shall possess accreditation from NBA/NAAC/UGC/AICTE. (iv) The firm should have completed 5 years of experience in field of Project Management Consultancy / Material testing. In support of this, the Consultant shall furnish Establishment Certificate, and GST Registration Certificate for the Consultancy Field along with the Technical Proposal. (v) Consultants should have achieved in at least each of two financial years a minimum average financial turnover of 34.00 Lakhs from 2018-19 to 2022-23. In support of this, the Consultant shall furnish the Audited Balance Sheets along with the Technical Proposal. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2019-20 (vi) Carried out Similar Nature of work undersigned by the Not Below the rank of Executive Engineer. (vii) Reports which are part of the assignment must be written in the following language: English
3.4	(i) Training is an important feature of this Assignment: No (ii) Additional Information in the Technical Proposal includes: All details as required under Technical Evaluation form have to be submitted in details. The client reserves the right to cross check the authenticity of the details submitted for each category of Technical Proposal sought for the Proposal
3.10	Proposals must remain valid 90 days after the submission date
4.3	Consultants must submit an original and One additional copies of each proposal.
4.4	The proposal submission address is:_____ The information on the outer envelope should also include:___
4.5	Proposals must be submitted no later than the following date and time:**09.02.2024** **before 16.00 Hrs**
5.1	The address to send information to the Client is: Office of the

	Executive Engineer (QA/QC) Division West Zone Bruhat Bangalore Mahanagara PalikeNo.101, 1st Floor Annex-3 Building N.R Square Bangalore-02
5.3	The number of points to be given under each of the evaluation criteria are:

		Points
(i)	Specific experience of the consultants related to the Assignment	05
(ii)	Adequacy of the proposed work plan and methodology in responding to the TOR	15
(iii)	Consultant should have an Own NABL (National Accreditation Board of Testing and Calibration Laboratories) Laboratory or may associate with research / educational institutions or memorandum of understanding with any NABL (National Accreditation Board of Testing and Calibration Laboratories) Laboratories for testing of necessary materials association with ISO certification at Bangalore only with Accreditation Validity and NABL certificate issued for the laboratory should be completed in two years.	10
(iv)	Having quality management system such as ISO standards and other approved system.	10
(v)	Qualifications and competence of the key professional staff for the Assignment **Team Leader) cum Senior Highway Engineer (01 No)-12 points** **Senior Structural/Building Engineer (01 No) -10 points** **Quality Control Engineer (02 No)-8 points** **Quantity Surveyor (01 No)-8 points** **Site Engineers (02 Nos)-7 points** **Lab Technicians(02 No)-5 points**	50
(vi)	Suitability of transfer of knowledge	10
	Total Points:	100

Consultancy
Executive Engineer (QA/QC)

	The number of points to be given for qualifications and competence of the key professional staff for the assignment are: Points Points (i) General qualifications 30 (ii) Adequacy for the project 60 (iii) Experience in region & language 10 Total Points: 100 The minimum technical score required to pass is : **75 Points**
6.1	The address for negotiations is:_____
7.2	The Assignment is expected to commence on

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant’s references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

_____ _____

_____ _____

_____ _____

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------

----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

*Note:

1. Completed projects only will be considered for experience and the ongoing projects will be considered if 80% of the work (substantially) completed.
2. The certificates from the clients shall be enclosed as proof of experience

3. In case the agency has experience as Joint Venture partner, the percentage participation and role of the agency (along with copy of MOU) shall be submitted.

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

Consultant’s Name:

3D. Description of the Methodology And Work Plan For Performing The Assignment

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. Format Of Curriculum Vitae (CV) For Proposed Key professional staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____**Date:** _____
[Signature of staff member and authorized representative of the Consultant] ***Day/Month/Year***

Full name of staff member:_____
Full name of authorized representative: _____

3G. Time Schedule For Professional Personnel

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

Signature:_____
(Authorized Representative)
Full Name:_____

* The Schedule should be for the period of completion of assignment

Title:_____
Address**:**_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Monthwise Program (in form of Bar Chart) ++ ***[1st, 2nd, etc. are months from the start of assignment]***											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report	

2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

** Modify as required for the Assignment.*

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

_____ _____

_____ _____

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for ----------

---------- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address

4B. SUMMARY OF COSTS

No.	Description @	Amount (Rupees)
I II III IV V VI VII VIII IX	Remuneration for Key professional staff Supporting Staff Transportation Duty Travel to Site Office Rent Office Supplies, Utilities and Communication Office Furniture and Equipment Reports and Document Printing Surveys	
	TOTAL COST	
	Consultancy Services Tax	
	TOTAL COSTS (Including Service Tax)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

@ Modify the items as appropriate for the consultancy assignment.

4C. BREAKDOWN OF COSTS (RS)

I REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
Key professional staff					
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
Sub-Key professional staff					
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate* (Rs)	Amount(Rs)
1 2 3 4					
				Total :	

* Provide the break up of the rates to show the basic salary, social costs and overhead,

III Transportation (Reimbursable) *

Total:

IV. Duty Travel to Site (Reimbursable)*

Total:

V Office Rent (Reimbursable) *

Total:

*Prepare details as appropriate for the consultancy assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

No. Item	Item*	Months	Monthly Rate (Rs)	Amount in (Rs)
1.				
2.				
3.				
4.				

TOTAL : ----------

* Prepare details as appropriate for the consultancy assignment.

VII. Office Furniture and Equipment (Reimbursable)

No.	Description(*)	Unit	Quantity	Rate ( )	Amount ( )
1 2 3 4 5 6	**Office Furniture (Purchase)**				
1 2 3 4 5 6	**Office Equipment (Purchase)***				
				Total	

* Prepare details as appropriate for the consultancy assignment

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1 2 3 4 5					
				Total	

IX. Topographical Surveys (if any)*

- Prepare details as appropriate for the consultancy assignment

SECTION -V

TERMS OF REFERENCE

1. BACKGROUND
2. DESCRIPTION OF ASSIGNMENT
3. DETAILED SCOPE OF SERVICES
4. REPORTS, TIME SCHEDULE AND PAYMENT SCHEDULE
5. SERVICES DURING DEFECTS LIABILITY PERIOD
6. KEY PROFESSIONALS REQUIRED

TERMS OF REFERENCE

1. BACKGROUND

Bruhat Bangalore Mahanagara Palike (BBMP) is desirous of obtaining Consultancy services for construction, supervision, Project Management Consultancy and Quality Control for the work of **Providing PMC Services including Supervision, Quality control for the Comprehensive development of Buildings Community hall and Improvements of food street in Govindrajnagar Constituency (Package-GRN-19).**

BBMP intends to procure the services of a Consulting firm to carry out the construction supervision of the works and quality control including the project management.

It is envisaged to form the Works contracts in a manner so that maintenance of the road and its appurtenances is the responsibility of the contractor for a period of 2 years after completion of the work.

The services for the supervision of the works contract(s) procured through Domestic Competitive Bidding. Monitoring of subsequent maintenance works will form part of this contract.

2 Description of Assignment

The Consultant's services shall consist of construction Supervision of Works, quality control and project management.

3. DETAILED SCOPE OF SERVICES OF CONSTRUCTION SUPERVISION AND MANAGEMENT SERVICES

3.1 Scope of Work

The Consultant shall perform the principal services outlined below as a part of responsibility for the supervision of the works. They shall provide the qualified professional staff with relevant experience to carry out the assignment The Services will include but not be limited to the following:

a) Represent the interest of the BBMP vis-à-vis the Contractor in any manner related to the construction contract and the proper execution thereof

b) Furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.
c) Review and recommend for approval the Contractor's work schedule or revisions thereto and any such plans or programmes that the Contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval.
d) Assess the adequacy of all inputs such as materials and labour provided by the Contractor and his methods of work in relation to the required rate of progress and when required, take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's equipment (and its condition) to ensure compliance with the Contractor's commitment in his bid
e) Inspect and evaluate all Contractor's installations, shops and warehouses and other accommodation to ensure compliance with the terms and conditions of contract
f) Examine and make recommendations on all claims from the Contractor for extension of time, extra compensation, work or expenses or other similar matters.
g) Compute quantities of approved and accepted work and materials and check, certify and make recommendations on the Contractor's Running Bills and final payment certificates. All payments shall be checked and countersigned by the Consultant. All Bills for payment shall accompany with necessary Quality control test reports as per clause 200 of MORT&H.
h) Prepare and submit weekly/monthly reports on the progress of works, the Contractor's performance, quality of works and the project's financial status and forecasts.
i) Propose and present for the approval any changes in the Contract Documents that may be deemed necessary for the completion of works including information on any effect the changes may have on the contract amount and the time of completion of the project, and prepare all specifications and other details.
j) Provide legal advice on possible Contractor's claims.
k) Inform on problems or potential problems, which arise in connection with the works contract and make recommendations for possible solutions.
l) Maintain representatives at the site in such manner that adequate supervision of construction works is ascertained at all times when the Contractor is working. Maintain representative at the Hot Mix plant in such a manner in such a manner that adequate quality control of material, mix, Design and use of blended waste plastic is ascertained at all times when the contractor is working and also more than one contractor is working in the package.

m) Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the Contract Documents, ground survey controls, quality control testing and other matters related to contract compliance and progress of the project.
n) Organise the supervision of the works with proper allocation of responsibilities to the individual inspectors and supervise their work to ensure effective execution.
o) Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.
p) Review and approve the Contractor’s working drawings, and drawings for temporary works.
q) Perform all survey measurements of completed or partial works where required for the determination of quantities.
r) Assure the receipts of, and maintain as permanent records, all warrants required under the terms of the Contract Documents for materials and equipment accepted and incorporated in the project. All local materials incorporated in their source are also to be approved and as-built drawings to be prepared for all works by the contractor.
s) Organise and operate a materials laboratory on the basis of the provisions in the work contract and perform all laboratory and field testing of materials and products needed to assure that the quality as specified in the contract documents is attained
t) Inspect the safety aspects of the construction and temporary works to ensure that reasonable measures have been taken to protect life and property.
u) Before the issuance of the certificate of provisional acceptance, the Consultant shall carry out the necessary inspection, specify and supervise any remedial works to be carried out and recommend upon completion the inspection with representatives of the Contracting Authority and assist in issuing the certificate of substantial completion.
v) Submit after review, to the Client one complete set of reproducible, revised contract drawings showing the "as constructed" project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible.
w) Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise and control all construction activities in accordance with the terms of the works contract.
x) Render services as project management consultant also to plan and for timely completion the project. The consultant shall examine the actual progress achieved vis-à-vis, the accepted programme on regular basis. If any shortfall is noticed, the consultant shall study

the reasons for such shortfall with specific reference to the inadequacies in deployment of men, material and machinery at the site. The consultant shall bring to the notice of the contractor to provide adequate men, material and machinery that are absolutely essential to wipe off the accumulated shortfall over a reasonable time frame and also to prevent such occurrences of shortfall in future.

y) Provide BBMP with all details of progress achieved vis-à-vis, the accepted programme on regular basis. If there are repeated slippages between the actual progress and programme not withstanding the action taken by the consultant as stipulated in clause 7.1(sl), the consultant shall report to BBMP with all the facts and figures including reasons for such repeated slippages in progress. The consultant shall assist BBMP in issuing notices to the contractor for wiping off the accumulated shortfall within a reasonable time frame. The consultant shall also work out the penalties impossible as per the agreement and intimate to BBMP for taking necessary action.

z) Inspect, evaluate and certify the quality of blended waste plastic and addition of the same at 8% by weight of Bitumen in the bituminous mix plant at hot mix plant in BC/SDBC/MSS/OGPS mixes.

3.2 Actions requiring specific approval of BBMP

The Consultant will be required to obtain the specific approval of BBMP before taking any of the following actions:

a) approving subcontracting of any parts of the Works,
b) certifying additional cost,
c) determining an extension of time,
d) issuing a variation order,
e) Recommendation for variation in work quantities, fixing rates or prices.

3.3 Liaison Meetings

Liaison meetings shall be held between the BBMP and the Contractor at weekly intervals. The meetings would be attended by members of the supervision staff as necessary and would have the objective of expanding on the contents of the progress reports, discussing any problems and financial matters.

4.0 Reports, Time Schedule and Payment Schedule

4.1.1 Contract Schedule

The Project Construction Period stipulated is THREE (3) calendar months. However the consultancy services for Project Management

and Construction supervision may be required for a period of 3 to 5 months.

4.1.2 Schedule of Reports

The Consultant shall prepare and submit four (4) copies to BBMP of each of the following reports and documents in English:

a)	Inception Report and QAP	-	with in 7 days after mobilisation
b)	Weekly -Progress Reports	-	By the end of each week except the week following the Inception Report
c)	Monthly Progress Reports	-	By the 5th of the each month
d)	Final Report	-	One week after completion of the works (provisional acceptance).
e)	Q.A. Report	-	Along with the R.A.Bills

4.1.3 Contents of Reports

a. Inception Report

The Inception Report shall cover the following:

- Reviewing Contractor's mobilisation and work plan.
- Setting out Guidelines for Administering, Monitoring and Evaluating project progress.
- Mode of co-operation with the BBMP, the concerned E.E and any other related organisation(s).
- Quality Assurance Programme.
- Plant inspection and report.
- Pre-execution material testing reports

b. Weekly Progress Reports

The weekly Progress Reports shall be brief and concise and provide means of closely monitoring project progress and forecasting construction costs, and shall cover the following:

- Main activities, undertaken and events for the period and Progress Report
- on the activities of the Contractor and supervision staff
- Monitoring and Evaluation of project progress.
- Project accounts, payments of approved bills, claims, certificates of payments and variation orders.
- Summary of consultants observations / results on Quality Control tests.

c. Monthly Progress Reports

Monthly Progress Report summarizing activities and work progress achieved in the last months will be submitted in lieu of the weekly progress report for that week.

d. Final Report

On completion of the Project, the Consultant shall prepare a final report which will form a comprehensive record of the construction works including any changes or modification of designs, problems encountered and solutions recommended operational procedures, expenses and variations.

All reports and documents relevant to the services, maps, field survey notes, computer programmers, etc. shall become the property of the BBMP. The Consultant shall provide one reproducible copy each of constructional and as-built drawings.

4.1.4 Payment Schedule.

Consultancy fee will be paid in proportion to the financial progress achieved by the construction agency and as per the agreed payment schedule. No additional payment is permissible for extended period of contract.

5.0 Services during the Defects Liabilities / Maintenance Period

During this period, the Consultant shall undertake the following:

a) Inspection of roads periodically and report to the BBMP regarding status/defects observations in the road and any maintenance works to be carried out by the contractor.

b) Inspection of works prior to the expiry of the Contractor's TWO year's defects liability /Maintenance period, preparation of a final deficiency list if required, supervision of remedial works and recommendation to BBMP as to the date of the Final Inspection of Works.

c) Carrying out Final Inspection of Works together with representatives of the BBMP and the Contractor.

d) Preparation and issuance of the Defects Liability Certificate.

e) Preparation of Final Payment Certificate.

f) QC Manual for further maintenance as per MORT&H specifications.

6.0 Key Professionals for the required Services

Key personnel for the services shall consist of

(1) Team Leader cum Senior Highway Engineer, - 1 No.
(2) Senior Structural/Building Engineer. - 1 No.

6.1 The minimum requirement for supporting staff for the services is as follows:

1. Quality Control Engineer - 2 No.
2. Quantity Surveyor - 1 No.
3. Site Engineers - 2 Nos.
4. Lab Technicians - 2Nos.

The minimum required experience and qualification are as per Clause 2.1 of Data sheet.

The services of these key personnel / supporting staff shall be available full time during the entire period of project construction.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :_____

–

CONTENTS **Page No.**

I. FORM OF CONTRACT 47

II. GENERAL CONDITIONS OF CONTRACT 50

1. General Provisions..... 50

1.1 Definitions 50
1.2 Law Governing the Contract 51
1.3 Language 51
1.4 Notices 51
1.5 Location 51
1.6 Authorized Representatives 51
1.7 Taxes and Duties..... 51

2. Commencement,Completion,Modification,and Termination ofContrac 52

2.1 Effectiveness of Contract 52
2.2 Commencement of Services 52
2.3 Expiration of Contract 52
2.4 Modification 52
2.5 Force Majeure 52

2.5.1 Definition 52

2.5.2 No Breach of Contract.....52
2.5.3 Extension of Time.....53
2.5.4 Payments 53
2.6 Suspension 53
2.7 Termination 53
2.7.1 By the Client..... 53
2.7.2 By the Consultants 47
2.7.3 Cessation of Rights and Obligations 54
2.7.4 Cessation of Services.....55
2.7.5 Payment upon Termination 55
3. Obligations of the Consultants 56
3.1 General..... 56
3.2 Conflict of Interest 56
3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc. 56
3.2.2 Procurement Rules of Funding Agencies.....56
3.2.3 Consultants and Affiliates Not to engage in certain Activities.56
3.2.4 Prohibition of Conflicting Activities 57
3.3 Confidentiality 57
3.4 Insurance to Be Taken Out by the Consultants 57
3.5 Consultants' Actions Requiring Client's Prior Approval 57

3.6 Reporting Obligations 58
3.7 Documents Prepared by the Consultants to be the Property of the Client.....58
3.8 Equipment and Materials Furnished by the Client.....58

4. Consultants' Personnel and Sub-Consultants.....58
4.1 Description of Personnel.....58
4.2 Removal and/or Replacement of Personnel.....58

5. Obligations of the Client.....59

5.1 Assistance and Exemptions.....59
5.2 Services and Facilities.....59

6. Payments to the Consultants..... 51

6.1 Lump Sum Remuneration..... 60
6.2 Contract Price..... 60
6.3 Payment for Additional Services..... 60
6.4 Terms and Conditions of Payment..... 60
6.5 Interest on Delayed Payments..... 60

7. Settlement of Disputes..... 60

7.1 Amicable Settlement..... 60
7.2 Dispute Settlement..... 61

III. SPECIAL CONDITIONS OF CONTRACT 62

IV. APPENDICES.

Appendix A — Description of the Services..... 67
Appendix B — Reporting Requirements..... 67
Appendix C — Key Personnel and Sub-consultants..... 67
Appendix D — Services and Facilities to be provided by the Client 677
Appendix E — Breakdown of Contract price in Indian Rupees..... 67
Appendix F — Form of Bank Guarantee for Advance Payments..... 69

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200___ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

".....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Services and Facilities to be provided by the Client

Appendix E: Breakdown of Contract Price

Appendix F:Form of Guarantee for Advance Payments

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note**: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the

Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and

which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such

notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their

profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. **Payment to the Consultants:**

6.1 **Lump Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General

GC Clause *	**Conditions of Contract**
[1.1 (h)	The Member in Charge is _____].

[1.4.1 The addresses are:

Client :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

Consultants :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : _____

[1] *All Notes should be deleted in the Final Text*

For the Consultant : _____

_____

[Note: Fill in the blanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be **20 days** *[Note: Fill in 30 days or any other appropriate]*or such other time period as the parties may agree in writing]

[2.3 The period shall be Till the Completion of the Project _ *[Note : Fill in the period, e.g., twenty-four (24) months* or such other period as the parties may agree in writing].

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[*Note: Fill in the blanks and delete what is not applicable*]

[3.5 (c) ***Note**: Delete where not applicable.*]

The other actions are .]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contract is Rs. _____ .

[6.4 The account is :.....]

Payments shall be made according to the following schedule :

***Note** : (a) the following installments are indicative only; (b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, **Reporting Requirements**. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 per cent of the lump sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

. Twenty(20) percent of the lump sum amount shall be paid upon submission of the 25% of the Work Bill

· Forty (40) percent of the lump sum amount shall be paid upon submission of the 50% of the Work Bill

- Sixty (60) percent of the lump sum amount shall be paid upon submission of the 75% of the Work Bill

- Ninety (90) percent of the lump sum amount shall be paid upon submission of the 100% of the Work Bill.

- Five (05) percent of the lumsum amount shall be paid after the Issue of Work Completion Certificate

. Five (05) percent of the lumsum amount shall be paid after the Completion of the DLP Period

. The bank guarantee shall be released when the total payments after the Completion of the Work

***Note : this sample clause should be specifically drafted for each contract*.]**

[6.5 Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the

*

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution
(for other type of consultancies)

sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price :

1. Monthly rates for local Personnel (Key Personnel and other Personnel)

2. Reimbursable expenditures :

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")

(scope of work)

and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to

exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 19_____ at _____

WITNESS

_____ _____
(signature) (signature)

_____ _____
(Name) (Name)

_____ _____
(Official Address) Designation (with Bank stamp)

Attorney as per Power of Attorney No._____Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India